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**January 25, 2015**

**Via ECF**

Hon. John Gleeson, USDJ  
Unites States District Court, EDNY  
225 Cadman Plaza East  
Brooklyn, New York 11201  
Telephone: 718-260-2450

**Re: Wakisha Mercado v. Eihab Human Services, Inc**  
**Case #: 14-CV-4886 (JG)(RLM)**  
**Motion for Settlement Approval**

Dear Judge Gleeson:

My firm represents plaintiff in the above-referenced, action and I respectfully make the instant motion on her behalf for approval of the settlement of this action, in order to comply with Your Honor's rules requiring court approval. A copy of the settlement agreement is attached hereto as Exhibit 1.

By way of background, plaintiff in the instant action seeks to recover an unpaid wage increase, as well and unpaid overtime wages under the NYLL and FLSA. Plaintiff was promoted to "assistant manager" by defendant effective September 30, 2013. Plaintiff claims that Defendant had agreed to increase her pay from \$12/hr to \$15 but did not. On or about April 21, 2014, until the end of her employment in early July 2014, plaintiff worked as a "manager" – plaintiff's pay was also increased to that of manager during this period.

For the period from October 2013 to April 2014 plaintiff is owed about \$3,705 in wages because of the unpaid wage increase, and \$1462.50 in unpaid overtime wages, for a total of \$5,167.50. Notably, defendant denies that it agreed to pay plaintiff a wage increase from \$12 to \$15 – defendant also maintains that plaintiff was exempt and not entitled to overtime wages. For settlement purposes, the amount of unpaid wages was rounded to \$5, 500 (Ex. 1, ¶ 2(a)) with another \$5,500 in liquidated damages. (Ex. 1, ¶ 2(b)). Under the settlement, plaintiff's counsel is

receiving \$460 in reimbursement for costs, plus legal fees of \$11,040 - \$18.4hrs x \$600. (Ex. 1, ¶ 2(c)). The fees being received represents a significant discount of about thirty percent or more of fees incurred. The agreement states that defendant has ten days to make payments – the time is actually fifteen days as was recently confirmed by counsel for the parties.

We respectfully ask Your Honor to approve the settlement of this action as fair and reasonable.

We thank the Court in advance for its time and consideration.

Respectfully submitted,

Abdul Hassan Law Group, PLLC

/s/ Abdul Hassan  
By: Abdul K. Hassan, Esq. (AH6510)  
*Counsel for Plaintiff*

cc: Defense Counsel via ECF